MODEL MEMORANDUM OF AGREEMENT
TO SELL OR TRANSFER SOFTWARE

This memorandum provides the terms by which (name of agency) will [transfer/sell] software known as (name or software) to (receiving agency). This memorandum also governs (receiving agency)'s right to use the software and sets forth the terms under which (name of agency) may provide future assistance to (receiving agency) with respect to the software.

The software subject to this agreement is (name of software and version). (name of agency) will provide (receiving agency) with the source software code and source framework code required to operate the (name of software) system. (receiving agency) is responsible for acquiring any commercial computer software upon which (name of software) may be dependent.

(receiving agency) agrees to promptly reimburse (name of agency) for any copying or sending costs associated with transferring (name of software and version) to (receiving agency). The costs of developing (name of software) [shall/shall not] be recovered from (receiving agency).

From time to time (name of agency) may provide additional assistance with respect to the installation, training or maintenance of (name of software and version) at (receiving agency)'s request. However, (name of agency) is not required to provide any additional assistance. If (name of agency) elects to provide additional assistance, (receiving agency) shall promptly reimburse (name of agency) for all costs reasonably related thereto, including the costs of personnel, travel, and telephone.

To the best of its knowledge, (name of agency) controls the ownership rights for (name of software and version). (name of agency) retains the title and any rights it has to such software, including any copyrights or patent rights. (receiving agency) agrees that it will make no claim to the title, or interest therein, to (name of software) or any copies thereof, nor will it make a claim to any proprietary rights related to (name of software).

(receiving agency) agrees that it will not attempt to reverse engineer, translate, disassemble, or modify (name of software) in whole or in part, nor create derivative works based on such software without (name of agency)'s prior written consent. (receiving agency) agrees not to sell, distribute, share or otherwise disclose the (name of software) system or any part thereof to any person or entity without (name of agency)'s prior written consent. (receiving agency) may not export (name of software) into any country as prohibited by the United States Export Administration Act and the regulations set forth therein.

(receiving agency) agrees to take all reasonable steps to protect (name of software) from unauthorized use, reproduction, publication, disclosure or distribution; and agrees to treat the (name of software) system as confidential, and insure that any employees of

(receiving agency) who have access to the (name of software) system are advised of its confidential and proprietary nature. Upon receiving knowledge of any unauthorized use or disclosure of (name of software), (receiving agency) shall promptly notify (name of agency), and cooperate with (name of agency) in any litigation it brings against third parties to protect its proprietary rights.

(receiving agency) acknowledges that (name of software) is being transferred in "as is" condition. (receiving agency) acknowledges that it relies on its own judgment and expertise in selecting, accepting, and using (name of software and version). (name of agency) does not warrant (name of software)'s fitness for any particular purpose, nor does (name of agency) make any other express or implied warranties, including any warranties of merchantability and non-infringement, with respect to (name of software).

IN NO EVENT SHALL (NAME OF AGENCY) BE LIABLE TO (RECEIVING AGENCY) FOR ANY LOSS OF PROFITS OR SAVINGS, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF (RECEIVING AGENCY)'S USE OR INABILITY TO USE THE PRODUCT, EVEN IF (NAME OF AGENCY) HAD KNOWLEDGE OR REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. (RECEIVING AGENCY) HEREBY WAIVES ANY AND ALL CLAIMS IT MAY HAVE AGAINST (NAME OF AGENCY) NOW OR IN THE FUTURE IN CONNECTION WITH (NAME OF SOFTWARE). (NAME OF AGENCY) MAKES NO REPRESENTATION THAT THE USE OF THE SOFTWARE WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT OF ANOTHER PARTY.

To the extent permitted by federal and state laws, (receiving party) hereby agrees to defend, indemnify and hold (name of agency) blameless for any loss, claim, damage or liability of any kind or nature, which may arise from (receiving party)'s acts in relation to the subject matter or terms of this agreement, including (receiving party)'s use or storage of (name of software). (receiving agency) further agrees to indemnify and hold (name of agency) blameless with respect to any claim brought by a third party in relation to (receiving agency)'s use of (name of software).

This memorandum constitutes the entire agreement of the parties, and supersedes any prior agreement or understanding, whether written or oral, that applies to the subject matter of this agreement. No right or license is granted under this agreement, except as specifically set forth in this memorandum. This agreement may not be assigned by (receiving party) without prior written consent from (name of agency).

The terms of this agreement may be modified only by written addendum signed by both parties. (name of agency) may terminate this agreement at any time and is entitled to

have all copies of (name of software) in (receiving agency)'s possession delivered to it upon request.

The terms of this agreement shall be governed by the laws of the State of Utah without regard to the United Nations Convention on Contracts for the Sale of Goods and the law pertaining to and known as "conflicts of law."

_____   _____

         (name of agency)   (receiving agency)

By:_____   By:_____

      (name of authorizing party)   (name of authorizing party)

_____   _____

      (title of authorizing party)   (title of authorizing party)

_____   _____

    (signature of authorizing party)   (signature of authorizing party)

Date:_____   Date:_____

Effective: 08.07.01